

# Board of Trustees

Meeting Date: August 25, 2026

## Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: The administration recommends that the Board ratify the after-the-fact approval of the Memorandum of Understanding between EDWELL, Inc., a Federal Department of Labor registered Apprenticeship Program, and Canutillo ISD to serve as the administrator of the K-12 Teacher Apprenticeship Program

Justification Statement:

The Board of Trustees did not hold a meeting in July 2026, this Memorandum of Understanding was to be submitted by August 1, 2026. to EDWELL, Inc. Item did not make the June 2026 Board Agenda Item submission timeline.

Purpose of Agenda Item: ☐ Information ☐ Discussion ☒ Action

Item Type: ☒ Curriculum & Instruction ☐ Human Resources ☐ Business Services

Staff Responsible: Dr. Jesica Arellano / Veronica Campbell

*Signature of Requester(s)*

*Signature of Presenter(s)*

*CP*

*Business Services Approval (Initials)*

*Date*

### Agenda Summary:

The purpose of the Memorandum of Understanding is to establish terms and conditions with Edwell, Inc in partnerships with Canutillo ISD to administer the Program and delivery of on the job training to support the standards and competencies outlined to support the selected Apprentices' development and to preparation to become a high quality teacher as required by the Department of Labor's Office of Apprenticeship.

This Memorandum of Understanding's purpose is to affirm the Parties' commitment to the advancement of the Program and set forth of the Parties' respective rights and responsibilities. Edwell, Inc commits to active engagement through collaborative planning, professional learning community, and assistance activities to support the design, implementation, and continuous improvement of the GrowYour Own Teacher apprenticeship pathway. This is part of a special option by the Texas Education Agency to fund this support valued at \$75,000

RECOMMENDATION: Administration recommends that the Board of Trustees ratify the after-the-fact approval for the MOU between EDWELL, Inc. and Canutillo ISD as presented.

PRIOR BOARD ACTION: AWARDED: AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)  
MOU

REQUESTING DEPARTMENT:

Curriculum and Instruction

CONSEQUENCES OF NON-APPROVAL:

Canutillo ISD will have to organize and oversee its program in its entirety

IMPLEMENTATION TIMELINE:

2026-2027 School Year

ATTACHMENT(S): ✓





## MEMORANDUM OF UNDERSTANDING (MOU)

### K-12 Teacher Registered Apprenticeship Program for Employer Partner and Related Professional Services

This Memorandum of Understanding ("MOU" or "Agreement"), made as of \_\_\_\_\_, is entered into by edwell, Inc. ("Program Sponsor" or "Sponsor"), a Federal Department of Labor (sometimes "DOL") Registered Apprenticeship Program Sponsor, who shall serve as administrator and sponsor of the Canutillo ISD K-12 Teacher Apprenticeship Program, a Registered Teacher Apprenticeship Program ("Apprenticeship Program" or "the Program") to be established at Canutillo ISD ("Employer" or "Employer Partner"), a local education agency and employer partner for the Program. Program Sponsor and Employer shall sometimes individually be referred to as Party and collectively be referred to as the "Parties."

WHEREAS the Parties desire to establish an agreement that will ensure the provision of high-quality pathways to develop K-12 Teacher Talent Pipelines designed to support Employer and apprentices identified by Employer participating in the Program ("Apprentices"), as registered with the Department of Labor's Office of Apprenticeship; and

WHEREAS the Parties are committed to delivering high-quality on-the-job training to the apprentices that aligns with the standards of selected providers of Related Technical Instruction ("RTI"), including but not limited to Institutions of Higher Education, Alternative Certification Programs or other consultants approved by Employer, who are organizations that support Apprentices earning their degree and certification, as set forth by the Texas Education Agency, ensuring that the Program's curriculum and instruction meet Texas' rigorous requirements for educator preparation and certification; and

WHEREAS Program Sponsor represents it is a fully qualified and certified program sponsor, authorized by the DOL and under all applicable federal and state laws to sponsor and administer the Program consistent with the terms set forth herein and is qualified to provide all professional services set forth herein; and

WHEREAS the Parties are dedicated to elevating the demand for high-quality talent and are committed to sustaining a relationship that focus on the holistic development of the Apprentices.

NOW, THEREFORE, the foregoing recitals are fully incorporated in the Agreement below, and in recognition of the Parties' mutual promises and the shared vision to foster a transformative educational experience, the Parties hereby agree as follows:

#### I. Purpose

The purpose of this MOU is to establish the terms and conditions under which the Program Sponsor, working with Employer Partner will administer the Program and administer the delivery of on-the-job training to support the standards and competencies outlined within to support the selected Apprentices' development and preparation to become a high-quality teachers as required by the Department of Labor's Office of Apprenticeship. This Agreement's purpose is to affirm the Parties' commitment to the advancement of the Program and set forth each of the Parties' respective rights and responsibilities.

This Agreement is intended to reflect the core values and structure inherent in the five pillars of successful apprenticeship models. The Parties' collaborative efforts are designed to ensure they maintain:

- A. Collaborative Financial Stewardship: Financial stewardship is paramount to the Program's sustainability and efficacy. To achieve this, the Parties will engage collectively in proactively seeking and applying for grants, scholarships, and other funding opportunities that align with the Program's goals. The Parties will also collaborate on grant proposals, leveraging combined expertise to secure funding, establish effective utilization strategies to maximize educational impact, and engage in regular financial reviews.

Additionally, sharing resources and maintaining open communication will be explored to foster innovation and prudent management. Grants awarded to the Sponsor and/or Employer as respective beneficiaries, to the extent applicable, or their Apprentices, may require action and accountability of the Parties as outlined in the grant deliverables. Employer reserves sole discretion to enter into any related grant agreements and to evaluate the terms of same. Sponsor and Apprentices may not enter into grant or other agreements that impact or bind the Employer in any way without first obtaining written authorization from Employer.

- B. Structured Learning: Through outside providers and/or internal resources, deliver a comprehensive curriculum that combines theoretical knowledge with practical skills, aimed at fostering a robust understanding of effective teaching practices.
- C. On-the-Job Training ("OJT"): Ensure that Apprentices receive hands-on, experiential learning under the mentorship of experienced educators within real-world educational settings, as part of their required RTI.
- D. Reward for Skill Gains: Recognize and compensate Apprentice advancements in both knowledge and skill application, aligning incentives with each stage of professional development.
- E. A National Occupational Credential: Culminate in the achievement of a recognized teaching credential that validates the Apprentice's capability and readiness to excel in the education field.

By embracing these pillars, the Parties aim to create a supportive, structured pathway that empowers aspiring teachers, enriches the educational landscape, and upholds the integrity and quality of the teaching profession. Employer retains all authority and shall make all decisions in its sole discretion related to employment or any Apprentice, including hiring, termination, promotion and enforcement of all Employer personnel policies and practices. Notwithstanding any provision herein to the contrary, this Agreement and all activities of Sponsor and Employer under this Agreement shall be subject to applicable Employer's personnel, educational and other policies and practices.

## **II. Term of the MOU**

The term of this MOU shall begin on the date the last signature is executed and shall continue for a period of one year and will automatically renew each year unless amended or terminated in accordance with the provisions herein.

## **III. Defining Our Relationship**

The success of the Program hinges on clear communication, well-defined expectations, and the strong collaboration of the Parties. This section lays out the specific roles and responsibilities that each Party—the Program Sponsor, and the Employer Partner—will uphold. The Parties, as applicable, will enter separate agreements with RTI Providers (colleges, universities or alternative certification programs). By explicitly delineating these duties, we aim to foster a transparent and effective working relationship that facilitates the growth and development of our Apprentices.

### **A. Program Sponsor**

- i. Program Standards. Oversee and administer the Apprenticeship Program, as the Program Sponsor and facilitate a Program Steering Committee (defined below) and Apprentice Committee (defined below), within the Employer Consortium (defined below) to ensure all Program standards and components reflect employer-driven strategies and training goals to establish high-quality talent pipelines for K-12 Teacher preparation and development. The Employer Consortium is an informal group of employer partners working with Program Sponsor, organized by Sponsor to facilitate collaboration by employer partners to collectively support and enhance the collective and individual

programs of the participating employer sponsors. Employer sponsors are not contractually bound to one another and Sponsor is not authorized to bind Employer Sponsor in relation to the Employer Consortium. The Program Steering Committee and Apprentice Committee are informal committees that shall be formed by Sponsor as part of the Employer Consortium to facilitate the consortium's collaborative efforts. Sponsor shall provide proposed written Program Standards to Employer for Employer's approval prior to the implementation of the Program.

- ii. Registration and Compliance. Ensure the Program is registered with the appropriate state or federal apprenticeship agencies, including the DOL, and complies with all applicable state and federal laws, regulations and standards. This includes adherence to any federal and/or state reporting and compliance requirements and accurate maintenance of Program records to uphold the Program's integrity. The Program Sponsor will ensure access to a data tracking software and RAPIDS for monitoring and managing all necessary information, including competency-based training requirements as required by the Department of Labor (DOL) and Local Workforce Board. All data sharing between parties will comply with FERPA regulations to maintain the confidentiality and security of student information. Sponsor shall provide copies of all proposed applications and any appropriate correspondence to Employer in advance prior to submitting same.
- iii. Maintain and Coordinate Relationships: Maintain and expand relationships with RTI Providers. This includes successfully securing additional parties who value the program's purpose and goals, ensuring long-term sustainable programming that supports the development of high-quality teachers. Coordinate between the RTI Providers and Employer Partner to facilitate the successful delivery of both the educational and on-the-job training components of the apprenticeship. Sponsor shall provide any proposed contracts between Employer and such other parties working with Employer in advance for Employer's review and written approval.
- iv. OJT. The Program Sponsor serves as a provider of OJT-Related Training and, accordingly, will collaborate with Employer for OJT Implementation and facilitation. The Sponsor ensures that OJT, "microcredential" training resources are readily accessible and aligned to competency program standards and can be effectively implemented by the Employer.
- v. Talent Acquisition. Provides resources and information to support employer-initiated recruitment strategies to support localized program goals.
- vii. Sustainability. Develop and implement strategies to ensure the long-term sustainability of the Apprenticeship Program, including securing ongoing funding and resources, fostering mutually beneficial relationships to support Employer Partner in achieving their internal sustainability goals. Engages and coordinates with Local Workforce Board for access to WIOA funding for eligible Apprentices. All grant applications and agreements shall be submitted in advance to Employer for review and written approval of same prior to submission.
- viii. Funding Eligibility Maintenance. Facilitate and coordinate the maintenance of eligibility for Workforce Innovation and Opportunity Act (WIOA) funding and communicate process timelines, and resources and technical assistance to support completion of this process for each Apprentice. This includes providing and paying for training, tuition, and related expenses on behalf of eligible Apprentices to RTI providers (colleges, universities or alternative certification providers) and employers subcontracted to implement OJT requirements with funds allocated per Apprentice within their training award from workforce development partners. All grant applications and agreements shall be submitted in advance to Employer for review and written approval of same prior to submission.

- ix. Advocacy and Public Relations. Engage in public relation efforts to elevate the teaching profession and share program success.

B. Employer Partner

- i. Program Standards. Maintain compliance with provisions of the Apprenticeship Program standards to ensure Apprentices meet the Program requirements, earn compensation for skill gains, and are assigned an RTI partner that meets the individual needs of the Apprentice while ensuring accountability for maintaining grades and successfully completing all of the Program components, provided that all such activities shall be subject to Employer's applicable policies and practices.
- ii. Talent Acquisition. Initiates and engages in recruiting and hiring Apprentices for employment and placement based on and subject to Employer's relevant policies and practices, making best efforts to identify a qualified pool of candidates for the Apprenticeship Program that meets the Employer's needs. The talent acquisition process outlined must be engaged at least once per calendar year, unless otherwise communicated in writing and agreed upon by both the Sponsor and Employer. All employment and personnel decisions shall be made by Employer in its sole discretion.
- iii. OJT, Placement and Mentorship. With the assistance of Sponsor and subject to Employer's applicable policies and practices, provide Apprentices with on-the-job training aligned with the Program Standards and competencies. OJT is tailored to the Apprentice's current role and complements the RTI Provider's courses. OJT is required on a monthly basis and proficiency must be demonstrated using a defined rubric. Each Apprentice will be assigned an on-ramp (program level) based on previously earned credit and college experience. There are a total of four (4) on-ramps that have OJT resources aligned to Program standards. If an Apprentice accelerates the RTI requirements related to their bachelor's degree, their on-ramp placement will only adjust at the start of a new semester as defined by the Employer Partner. Each Apprentice must have a mentor or success coach during on-ramps 1-3, with a recommended ratio of 50:1 to support continuous development and the implementation of the microcredential training. During on-ramp 4, the Employer Partner will assign a mentor teacher to support the Apprentice for a year-long residency experience as outlined in the Approved Registered Apprenticeship Program. Additionally, the assigned mentor must meet the requirements as outlined by the RTI Provider partnership agreement, provided such agreement is subject to prior written approval by Employer.
- iv. Performance Evaluation and Program Progression. Evaluate Apprentice performance in the workplace and provide feedback to both the Apprentice and the Sponsor on progression within the Program to foster continuous improvement and development as necessary.
- v. Communication: Maintains open communication with the Sponsor and RTI providers regarding any Apprentice changes within 5 (five) business days to ensure transparency and effective Program management, provided that such deadline may be extended if reasonably necessary based on individual circumstances.
- vi. Program Records and Compliance: Adherence to federal reporting and compliance requirements and accurate maintenance of the Program records to uphold the Program's integrity. Data management and training will be conducted in the designated software application and RAPIDS to track metrics required by the Department of Labor (DOL)/State Apprenticeship Agency and Local Workforce Board. All data sharing between parties will comply with FERPA regulations to maintain the confidentiality and security of student information.

- vii. Financial Stewardship: Financial stewardship is paramount to the Program's sustainability and efficacy. To achieve this, the Parties will engage collectively in proactively seeking and applying for grants, scholarships, and other funding opportunities that align with the Program's goals, provided that Employer retains sole discretion to enter into any such agreement. We will also collaborate on grant proposals, leveraging our combined expertise to secure funding, establish effective utilization strategies to maximize educational impact, and engage in regular financial reviews. Additionally, we will explore sharing resources and maintain open communication to foster innovation and prudent management.
- viii. Sustainability and Economic Mobility. Ensure the sustainability of the Program by managing internal budgets and internal funding strategies that support the sustainability of the Program that meets the talent acquisition needs of the employer, including low-cost/no-cost pathways for teacher certification. Support Apprentices in achieving economic mobility by providing opportunities for career advancement and increased earning potential through the Apprenticeship Program.
- ix. Safety and Compliance. Maintain a safe working environment and adheres to all occupational safety and health regulations, ensuring the well-being of all Apprentices.

#### C. RTI Providers

RTI providers play a crucial role as a partner of the Apprenticeship program by performing the following actions.

- i. The RTI provider develops curriculum in alignment with the Texas Administrative Code, Title 40, Part 20, Chapter 221, ensuring it is relevant for the teacher certification process and meets our program's standards. They provide qualified instructors who deliver engaging, relevant, and effective technical instruction to Apprentices.
- ii. Additionally, the RTI provider regularly assesses Apprentices' progress and communicates this to Employer Partners and, when applicable, the Program Sponsor. They work closely with Employer Partners and the Program Sponsor to arrange class schedules and events that enhance the Apprentices' learning experience without disrupting their work environment.
- iii. Moreover, the RTI provider ensures accurate maintenance of program records, compliance with regulatory requirements, and proper data management. They utilize designated software to track required metrics and ensure all data sharing complies with FERPA regulations, safeguarding student information.

Subsequent agreements with RTI providers, selected by the Employer, will be executed to further outline the RTI partnership terms, subject to review and prior written approval of such agreements by Employer.

#### IV. Logo Use and Branding

Each Party reserves the right to control the use of its name, logo, trademarks, and any other identifying marks ("Marks") in every respect and no intellectual property of either Party is by this Agreement transferred to the other Party. Each Party agrees to obtain prior express written permission from the other before such usage, except as otherwise permitted under this Agreement. The use of Marks shall be consistent with any communicated guidelines or directions. In the event of termination or expiration of this Agreement, each Party shall remove the other Party's information from its website and cease use of the other Party's Marks.

## V. Data Sharing

The Parties agree to share Apprentice information and data as necessary for the administration of the Program and for fulfilling reporting requirements to the Department of Labor or other regulatory bodies ("Apprentice Data"). Apprentice Data sharing shall be conducted in full compliance with applicable privacy laws.

The Parties acknowledge that Apprentice Data may include student education records protected by the Family Educational Rights and Privacy Act (FERPA). For the purposes of this Agreement, Sponsor and Employer Partner may each be considered a "school official" with "legitimate educational interests" (as those terms have been defined under FERPA and its implementing regulations) in such education records as applicable. This designation is limited to the extent necessary for Sponsor and the RTI Provider to fulfill their obligations under this Agreement. Edwell shall be considered a School Official for purposes of FERPA to the extent necessary to carry out the terms of this Agreement.

Each Party agrees to implement and maintain appropriate and industry-standard safeguards to prevent unauthorized access to or use of Apprentice Data.

Each Party agrees to ensure that access to Apprentice Data is limited to individuals authorized by this Agreement and who require such information to perform their Program duties.

Each Party agrees to notify each other promptly of any breach or suspected breach of confidentiality or data security concerning Apprentice Data.

Each Party agrees to execute any additional agreements or documents as may be necessary to facilitate the lawful sharing of Apprentice Data in accordance with this Agreement.

## VI. Employer Consortium and Fiscal Responsibilities

edwell is committed to ensuring that participation in the Registered Apprenticeship Program (RAP), which is edwell's collective program involving the full Employer Consortium, provides value to districts and employers without becoming a financial burden. While there may be a fee structure, as agreed to in advance by the Parties, associated with participation, edwell will actively collaborate with Employer Partner to identify and secure philanthropic and external funding, including workforce development resources and grants, to minimize or fully offset costs whenever possible. Membership in the Employer Consortium is required for all participating employer partners in the RAP. Consortium membership provides access to comprehensive technical assistance to support employer program implementation, including meeting Department of Labor–approved competency-based training requirements, leveraging available funding opportunities, and utilizing a suite of program resources designed to ensure long-term success and sustainability.

***edwell has secured and will continue to pursue philanthropic and external funding to support Employer Consortium membership fees through June 2027.*** Beginning with the 2027–2028 school year, membership rates will be renegotiated directly with each employer. Fees will be based on district enrollment and the number of apprentices within each employer's program. edwell remains committed to minimizing costs for employer partners and will continue to pursue philanthropic and external funding opportunities, including local workforce board programs and grants, to offset consortium fees, training, and tuition-related expenses. All membership fees and cost structures will be reviewed annually to ensure continued affordability and alignment with available funding. Notwithstanding any other provision herein to the contrary, no membership fee or any other costs shall be owed by Employer Sponsor under this Agreement without Employer's prior written approval.

The following outlines the fiduciary responsibilities and financial arrangements between the Program Sponsor and the Employer as we work together to secure philanthropic and external funding to support sustainability of the Program.

- A. Program Sponsor will collaborate with Employer Partner annually to access eligible WIOA funding, which may include ETP, grants or Employer directed reimbursement opportunities.

- D. Program Sponsor will pay approved RTI partners directly for allowable expenses such as tuition, books and fees, using WIOA or other eligible funding as approved for the Education Training Provider/Program Sponsor for the associated Workforce Board. Funding allocations will be reviewed annually in alignment with the Apprentice eligibility and local workforce board approvals.
- E. Employer Partners or an independent training provider identified by the Employer and approved by the Program Sponsor may invoice the Program Sponsor for any related training that is subcontracted for implementation and facilitation for Apprentices who are eligible for WIOA funding as approved for the Education Training Provider/Program Sponsor for the associated Workforce Board.
- F. Employer agrees to reimburse any funding that is required to be returned on behalf of an Apprentice who exits the program prior to the end of the Program year, provided that any agreement including such requirement of Employer Sponsor is subject to Employer Sponsor's prior written approval. Upon notification from the Employer, the Program Sponsor will communicate with the Employer any amount required to be reimbursed and subsequently be responsible for refunding this amount to the issuing agency.

#### **VII. Non-discrimination**

The Parties will not discriminate against any individual based on race, religion, creed, color, gender, sexual orientation, age, disability, veteran status, national origin, or other protected status or characteristic.

#### **VIII. Confidentiality and Intellectual Property**

All Parties agree to maintain the confidentiality of any proprietary or confidential information received from the other party during the term of this MOU or in connection with the Program. Confidential information shall not be disclosed to any third parties without prior written consent, except as required by law or as necessary for the performance of the Program. One Party may from time to time gain access to the other Party's Confidential Information. "Confidential Information" means all information disclosed by one Party to the other Party which is in tangible form and designated as confidential or is information, regardless of form, which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure, including but not limited to the pricing terms, product plans and designs, business processes, and security notifications. Notwithstanding the foregoing, Confidential Information shall not include information that (a) was already known to the receiving Party at the time of disclosure by the disclosing Party; (b) was or is obtained by the receiving Party from a third party not known by the receiving Party to be under an obligation of confidentiality with respect to such information; (c) is or becomes generally available to the public other than by violation of this Agreement or another valid agreement between the Parties; or (d) was or is independently developed by the receiving Party without the use of the disclosing Party's Confidential Information. Neither Party may disclose the other Party's Confidential Information to a third party without the prior express written consent of the other Party. Each Party agrees that it will protect the Confidential Information of the other Party from unauthorized use, access, or disclosure in the same manner that the Party would use to protect its own confidential and proprietary information of a similar nature and in any event with no less than a reasonable degree of care. Notwithstanding the foregoing, either Party may disclose information to the extent required by law, such as to comply with a validly issued subpoena or a public information act request, provided that prior to such compliance the producing party shall provide the other Party notice of such production to allow the other Party an opportunity to seek available relief. Nothing herein shall have the effect of transferring any intellectual property rights of either Party.

Neither party by entering into this agreement shall transfer its intellectual property to the other party. The Parties shall refrain from using, distributing, reproducing, or creating derivative works from the other Parties' intellectual property without the express written permission of edwell.

The Employer agrees that it may use resources and materials provided by edwell only during the Term of this Agreement. Upon termination of this Agreement, the Employer must return or destroy any proprietary materials



belonging to edwell. Furthermore, the Employer agrees not to reproduce any intellectual materials or resources provided by edwell. without express written consent.

Both Parties agree to respect and protect the other Party's intellectual property rights and will notify the other Party of any unauthorized use or infringement that may come to its attention. Each Party agrees to implement appropriate safeguards to prevent unauthorized access to or use of proprietary information.

#### **IX. Termination**

This MOU may be terminated by either party for convenience upon 90 days written notice to the other party , provided that the Agreement's Term, in such case, shall survive until the end of the then current academic year and further provided that Employer in its sole discretion can direct Sponsor to cease activities under this Agreement at any time. Notwithstanding the forgoing, either Party may terminate this Agreement if the other Party materially breaches the terms and conditions of this MOU or fails to fulfill the obligations set forth herein. Upon termination for convenience, both parties agree to pay any outstanding monies owed within thirty (30) days from the date of the effective date of termination. In the event of termination, all Parties shall ensure that all confidential Apprentice information is handled in a manner consistent with the confidentiality provisions of this MOU and any applicable laws and regulations.

#### **X. No Waiver of Immunity**

The execution of this MOU and the performance of Canutillo ISD of any of its obligations hereunder do not, and are not intended to, waive, or relinquish, and Canutillo ISD shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to Canutillo ISD, its directors, officers, employees, or agents under federal or Texas laws.

#### **XI. Relationship of the Parties/Independent Contractor Status**

It is the intention of the parties that each be independent contractors and not employees, agents, partners, or joint venturers of the other. Nothing in this MOU shall be interpreted or construed as creating or establishing the relationship of employer and employee between Canutillo ISD and edwell, Inc. or any employee, volunteer, or agent of edwell, Inc. or shall anything in this MOU be construed as creating or establishing a joint venture or business partnership between Canutillo ISD and edwell, Inc. or any employee, volunteer or agent of edwell, Inc. edwell, Inc. assumes full responsibility for the actions of its staff, participants, visitors, employees, agents, representatives, personnel, contractors, subcontractors, invitees, and licensees while performing any services incident to this MOU, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholdings), workers' compensation, disability benefits, and like requirements and obligations.

#### **XII. Governing Law**

This MOU shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of or relating to this MOU shall be a court of competent jurisdiction in El Paso County, Texas.

#### **XIII. Severability**

If any provision of this Agreement is declared to be invalid or unenforceable by a court of competent jurisdiction, such determination will not affect the validity or enforceability of any other part or provision of this Agreement.

#### **XIV. Assignment**

Neither Party shall assign or otherwise transfer this Agreement or its rights or obligations under this Agreement, whether by operation or law or otherwise, without the other Party's prior written consent.



#### **XV. Authority**

Each Party represents and warrants that it has all requisite power and authority to enter into this Agreement to perform its obligations under this Agreement.

#### **XVI. Notices**

Notices sent to either Party shall be effective when delivered to the email address of the Party representative set forth in this Article; or one (1) day after being sent by overnight courier to the physical address of the Party set forth in this Article; or upon delivery via certified mail – return receipt requested to the physical address of the Party set forth in this Article.

##### **To edwell, Inc.:**

Representative:

Address:

Email:

##### **To Canutillo ISD:**

Representative:

Address:

Email:

#### **XVII. No Third-Party Beneficiaries**

Neither Party intends that this Agreement shall benefit or create any right or cause of action in or on behalf of any person or entity other than the Parties.

#### **XVIII. Israel/Terrorist Organization/Anti-Boycott/Discrimination**

- A. Pursuant to Texas Government Code Chapter 2271, edwell represents and warrants to Canutillo ISD that edwell does not boycott Israel and will not boycott Israel during the term of this Agreement.
- B. edwell verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If edwell has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Agreement.
- C. edwell represents and warrants to Canutillo ISD that edwell does not boycott energy companies as contemplated by Chapter 809 of the Government Code and will not boycott energy companies during the term of this Agreement.
- D. edwell represents and warrants to Canutillo ISD that the edwell does not discriminate against firearm and ammunition companies and trade associations as contemplated by Chapter 2274 of the Government Code and will not so discriminate during the term of this Agreement

#### **XIX. Entire Agreement**

This Agreement, including attachments hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether oral or written, between the Parties.

**XX. Amendments**

This MOU may be amended only by a written agreement duly executed by authorized representatives of both Parties.

*[Signatures appear on the following page]*



*[Signatures page for the Memorandum of Understanding with an Effective Date of \_\_\_\_\_]*

IN WITNESS WHEREOF The Parties, to this MOU, through their duly authorized representatives, have executed this Memorandum of Understanding as of the Effective Date of the \_\_\_\_\_ day of \_\_\_\_\_ 2026.

**edwell, Inc., K-12 Teacher Registered Apprenticeship Program Sponsor**

By: \_\_\_\_\_

Kristi Kirschner

President

Date: \_\_\_\_\_

**Canutillo Independent School District**

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_